A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE   08- λ -2289

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT PURSUANT TO SECTION 2-1601 ET. SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING GSA CONTRACT GS-35F-0009T WITH ORACLE USA, INC., FOR THE PURCHASE OF CONSULTING AND PROFESSIONAL SERVICES TO IMPLEMENT THE ORACLE HUMAN RESOURCES SELF-SERVICE MODULE ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY-NINE THOUSAND, SIX HUNDRED SIXTY-SIX DOLLARS AND NO CENTS ($279,666.00) ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM 1001 (GENERAL FUND) 050202 (IT APPLICATIONS) 5213001 (CONSULTING/PROFESSIONAL SERVICES) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEM) AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") entered into a contractual agreement with Oracle USA, Inc. ("Oracle"), for software licenses and support for 5 years pursuant to Resolution 08-R-0527; and

WHEREAS, the Department of Information Technology desires to implement the Human Resources Self-Service Module of the Oracle ERP system software; and

WHEREAS, pursuant to Sections 2-1602 and 2-1604 of the City of Atlanta Code of Ordinances ("City Code"), the Chief Procurement Officer may procure supplies, services or construction items through contracts established by the purchasing division of the State where such contracts and contractors substantially meet the requirements of Article X of the City Code; and

WHEREAS, the Chief Information Officer of the Department of Information Technology and the Chief Procurement Officer of the Department of Procurement recommend utilizing GSA Contract # GS-35F-0009T with Oracle to cooperatively purchase Consulting and Professional services to implement the Human Resources Self-Service Module of the Oracle ERP system software.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES that the Mayor or her designee is authorized to enter into a cooperative purchasing agreement with Oracle USA, Inc., utilizing GSA Contract # GS-35F-0009T to cooperatively purchase Consulting and Professional services to implement the Human Resources Self-Service Module of the Oracle ERP system software, in an amount not to exceed Two Hundred Seventy-Nine Thousand, Six Hundred Sixty-Six Dollars and No Cents ($279,666.00).

1

BE IT FURTHER RESOLVED, that all contracted work will be charged to and paid from Fund, Department Organization and Account number 1001 (General Fund) 050202 (IT Applications) 521301 (Consulting/Professional Services) 1535000 (Data Processing/Management Information System).

BE IT FURTHER RESOLVED, that the Agreement will be for a period of nine (9) months with an option to renew for an additional three (3) months; and

BE IT FURTHER RESOLVED, that the Chief Procurement Officer is directed to assist the City Attorney in the preparation of the appropriate Agreement for execution by the Mayor.

BE IT FINALLY RESOLVED, that the Agreement will not become binding upon the City and the City will incur no liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to the contracted parties.

Legislation Summary

Committee of Purview:

<u>Caption</u>
A resolution authorizing the Mayor to execute an appropriate contractual agreement on behalf of the Department of Information Technology with Oracle USA, Inc. in an amount not to exceed two hundred seventy nine thousand six hundred sixty six dollars and no cents ($279,666.00). All contract work shall be charged to and paid from fund account and center number: 1001 (General Fund), 050202 (IT Applications), 5213001 (Consulting/Professional Services), 1535000 (Data Processing/Management Information System).

Council Meeting Date:	December 1, 2008
Legislation Title:	Resolution authorizing the Chief Procurement Officer to utilize the Federal GSA Contract #GS-35F-0009T with Oracle USA, Inc. for the Purchase of Consulting and Professional Services to Implement the Oracle Human Resources Self-Service Module on behalf of the Department of Information Technology in an amount not to exceed two hundred seventy nine thousand six hundred sixty six dollars and no cents ($279,666.00). All contract work shall be charged to and paid from fund account and center number: 1001 (General Fund), 050202 (IT Applications), 5213001 (Consulting/Professional Services), 1535000 (Data Processing/Management Information System).
Requesting Department:	Department of Information Technology
Contract Type:	N/A
Source Selection:	Federal GSA Contract #GS-35F-0009T
Bids/Proposals Due:	N/A
Invitations Issued:	N/A
Number of Bids/ Proposals Received:	N/A
Bidders/Proponents:	N/A

Justification Statement:	N/A
Background:	N/A
Fund Account Centers:	1001 (General Fund), 050202 (IT Applications), 5213001 (Consulting/Professional Services), 1535000 (Data Processing/Management Information System).
Source of Funds:	N/A
Fiscal Impact:	N/A
Term of Contract:	N/A
Method of Cost Recovery:	N/A

Approval:
  DOF:
  DOL:

Prepared By:	Patricia Lowe, Buyer
Contact Number:	404.330.6583

GSA *eLibrary*

Search: all the words [Go]

*C*ontractor Information

(Vendors) How to change your company information

Contract #:	GS-35F-0009T	Socio-Economic :	Other than small business
Contractor:	ORACLE USA, INC.		
Address:	500 ORACLE PKWY	Govt. Contracting Officer:	
	REDWOOD CITY, CA 94065-1677	REGINA ELLIS	
Phone:	(703)364-1558	Phone: 703-605-2714	
E-Mail:	GSAINFO_US@Oracle.com	E-Mail: regina.ellis@gsa.gov	
Web Address:	http://www.oracle.com/index.html		

Source	Title	Contract Number	Contract Terms & Conditions	Contract End Date	Category		View Items Available
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0009T	📄	Sep 30, 2011	132 3	COOP PURCH	GSA Advantage!
					132 32	COOP PURCH	GSA Advantage!
					132 33	COOP PURCH	GSA Advantage!
					132 34	COOP PURCH	GSA Advantage!
					132 51	COOP PURCH	GSA Advantage!

A. To be completed by Legislative Counsel:

Committee of Purview: FINANCE/EXECUTIVE

Caption:
A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT PURSUANT TO SECTION 2-1601 ET. SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING GSA CONTRACT GS-35F-0009T WITH ORACLE USA, INC., FOR THE PURCHASE OF CONSULTING AND PROFESSIONAL SERVICES TO IMPLEMENT THE ORACLE HUMAN RESOURCES SELF-SERVICE MODULE ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY-NINE THOUSAND, SIX HUNDRED SIXTY-SIX DOLLARS AND NO CENTS ($279,666.00) ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM 1001 (GENERAL FUND) 050202 (IT APPLICATIONS) 5213001 (CONSULTING/PROFESSIONAL SERVICES) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEM) AND FOR OTHER PURPOSES.

Council Meeting Date: December 1, 2008

Requesting Dept.: Information Technology

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).
The Department of Information Technology desires to implement the Human Resources Self-Service Module of the Oracle ERP system software.

2. Please provide background information regarding this legislation.
The City of Atlanta ("City") entered into a contractual agreement with Oracle USA, Inc. ("Oracle"), for software licenses and support for 5 years pursuant to Resolution 08-R-0527. The HR Self Service Module was not implemented with the other modules.

If Applicable/Known:

(a)   Contract Type (e.g. Professional Services, Construction Agreement, etc): Consulting and Professional Services

(b)   Source Selection: Cooperative Purchase

(c)   Bids/Proposals Due:

(d)   Invitations Issued:

(e)   Number of Bids:

(f)   Proposals Received:

(g)   Bidders/Proponents:

(h)   **Term of Contract:** 9 months w/ 3 month renewal option

4. **Fund Account Center:** 1001 (General Fund) 050202 (IT Applications) 5410001 (Consulting/Professional Services) 1535000 (Data Processing/Management Information System)

5. **Source of Funds:**

6. **Fiscal Impact:** $279,666.00

7. **Method of Cost Recovery:**

This Legislative Request Form Was Prepared By: Kathleen Lane, DIT Compliance Analyst

ORACLE

ORDERING DOCUMENT

Customer Name:	**The City of Atlanta**	**Oracle USA, Inc.**
Customer Address:	**55 Trinity Avenue**	**500 Oracle Parkway**
	Atlanta, GA 30303	**Redwood Shores, CA 94065**

ORACLE CONTRACT INFORMATION

Agreement: Oracle's GSA Schedule No: GS-35F-0009T (CP)
Ordering Document Number: US-7655-OD-05-NOV-2008

This ordering document incorporates by reference the terms of the agreement specified above and all amendments thereto (the "agreement"). As used in this ordering document, "you" or "your" shall refer to the customer as defined in the agreement.

A. SERVICES

City of Atlanta ("ordering activity") has ordered the services listed below in the table and detailed in the attached exhibit(s), which are incorporated herein by reference.

All fees on this ordering document are in US dollars.

Services	Reference	Fees*
Fixed Price Services	Exhibit 1 – FPE – 3002_____	$279,666.00
Total Fees		**$279,666.00**

*Expenses are in accordance with the referenced exhibit(s).

Fees shall be due and payable pursuant to the terms of the agreement and as may be specified in the statement of work.

B. ADDITIONAL TERMS

1. <u>Contact Information.</u>

Oracle Contracts Manager/Administrator:

Name:	Debra Downing
Address:	Oracle USA, Inc.
	1001 Sunset Blvd.
	Rocklin, CA 95765
Phone:	916-315-4558
Fax:	916-315-4558
Email:	Debra.Downing@Oracle.Com

Ordering Activity Billing/Accounts Payable Contact:

Name:	Merien Rouse
Address:	City of Atlanta
	55 Trinity Avenue
	Atlanta, GA 30303
Phone:	404-217-2996
Fax:	
Email:	Mrouse@atlantaga.gov

2. Export.

Export laws and regulations of the United States and any other relevant local export laws regulations apply to the programs. The Customer agrees that such export control laws govern use of the programs (including technical data) and any services deliverables provided pursuant to an order under this contract, and to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations); additional information can be found on Oracle's Global Trade Compliance web site located at http://oracle.com/contracts. The Customer agrees that no data, information, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws. Or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

3. No Assignment of Orders, Licenses or Services.

The Customer may not assign orders or give or transfer the programs and/or any services ordered or an interest in them to another individual or entity. If a Customer grants a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if a Customer decides to lease or finance the acquisition of the programs and/or any services, it will follow Oracle's policies regarding financing and leasing which are at http://oracle.com/contracts.

4. Other.

This order is governed by the substantive and procedural laws of California and the Customer and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco, San Mateo, or Santa Clara counties in California in any dispute arising out of or relating to this order.

Purchase Order Exception

Oracle processes your order after receipt of a purchase order. If you are unable to issue a purchase order for the services ordered hereto for an amount up to the total fees specified in Section A above, please check the appropriate box below:

☐ THE CITY OF ATLANTA does not issue purchase orders.
☐ THE CITY OF ATLANTA does not require a purchase order for the services ordered hereto.

1) The order must be billed to the Billing address specified below:

Name:	Charlotte Daniely
Address:	68 Mitchell Street SW, Suite 6100
	Atlanta, GA 30303
Phone:	404-300-4608
Fax:	404-658-1969
Email:	cdaniely@atlantaga.gov

2) You will not be granted a Credit Memo or a Rebill of invoice as issued due to incorrect information provided herein.
3) **This section must be signed by an authorized signatory from your finance department. Authorized signing authority titles include: Purchasing Manager, Accounts Payable Manager, Controller, Finance Director, Director of Purchasing, VP of Finance, VP of Purchasing, CFO, President, CEO.**

The information provided above is accurate and complies with your business practices in making this purchase, including obtaining all necessary approvals to release the funds for this purchase. Your signature affirms your commitment to pay for the services ordered in accordance with the terms of this ordering document.

THE CITY OF ATLANTA

Authorized Finance Representative Signature: _____

Name (printed): _____

Full Title (printed): _____

Signature Date: _____

This quote is valid through 30-NOV-2008 and shall become binding upon execution by you and acceptance by Oracle.

THE CITY OF ATLANTA	**Oracle USA, Inc.**
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____	*{To be completed by Oracle}*

ORACLE

FIXED PRICE EXHIBIT

ORACLE CONTRACT INFORMATION
Customer Name: The City of Atlanta
Ordering Document Number: US-7655-OD-05-NOV-2008
Exhibit Number: Exhibit 1 – FPE - 3002_____
This exhibit incorporates by reference the terms of the ordering document specified above.

1. Description of Services and Deliverables/Applicable Acceptance Procedures (if any)
   Oracle will assist you with the following services:

   ### A. Self Service – Employee/Manager – up to 4 weeks

Oracle Tasks	Client Responsibilities
1) Revalidate configuration & profile settings 2) Make minor changes to configuration/settings as needed 3) Assist in development of Testing Plan – scenarios, test data 4) Assist with processes and roll-out strategy 5) Update BR-100 for SS 6) Create Security Matrix for HR Rep Mgr	1) Documentation of configuration, test scripts, processes, procedures, project plan, and strategy. 2) Training development, including UPK 3) Full system testing 4) Sign-off of configuration, processes/procedures in a timely manner 5) Availability of appropriate City resources to work with Oracle consultants to learn 6) Identify requirements for Responsibility security for HR Reps 7) Build custom Security Profiles & Responsibilities (approx 150 each)

   Deliverables:
   1) BR-100 for SS updated
   2) Security Matrix for HR Rep Mgr SS created
   3) Creation of a Report outlining outcome/accomplishments related to Oracle tasks set forth in Section A – Self-Service - Employee Manager.

   Acceptance Criteria
   1) Delivery of a report to customer, in MS Format, containing the results/outcome of Oracle tasks/deliverables, as set forth in Section A – Self-Service - Employee Manager.

B. OAB – Self Service configuration – up to 6 weeks

Oracle Tasks	Client Responsibilities
1) Requirements gathering for Oracle Advanced Benefits Self Service (OAB SS) 2) Analyze Test Instance and current patch list 3) Configure Self-Service (SS) and Communication Types 4) Develop Test Scripts for SS Open Enrollment 5) Review Business Processes and Application functionality prior to running Open Enrollment 6) Provide assistance to address SS issues during Full Mock Open Enrollment test 7) Setup BR-100 for SSben	1) Changes to existing Plans, Vendors, eligibility rules, interface, or Fast Formulas 2) Additional Plans, vendors, eligibility rules, interface, or Fast Formulas 3) Documenting new plan/benefit changes in BR-100 4) Updating of new rates 5) Documenting Discoverer report requirements 6) Checking Payroll Calendars & Plan Year periods 7) Setup/modify Life Events 8) Assess Derived Factors and Eligibility 9) Full testing of new configuration, including SS 10) Process Full Mock Open Enrollment utilizing SS 11) Process Open Enrollment Life Event 12) Monitor other life events occurring after Open Enrollment but before Sep 1 13) Print/Review Life Event Summary & Enrollment Reports 14) Verify enrollments 15) Verify Enrollment reports/certifications/communications to Employees 16) Set up FSA codes for new coverage (current enrollees must re-enroll each year). 17) Test/verify FF resets at Benefit YB and reconciles for missed payments.

Deliverables:
1) Completion of BR100 setups for SSBen.
2) Creation of Report outlining the outcome/accomplishments related to Oracle tasks set forth in Section B – OAB Self-Service Configuration.

Acceptance Criteria:
1) Delivery of a report to customer, in MS Format, containing the results/outcome of Oracle tasks/deliverables, as set forth in Section B – OAB Self-Service Configuration

C. OAB (non-Self Service) Open Enrollment – up to 5 weeks

Oracle Tasks	Client Responsibilities

1) Oracle support for the items identified as City of responsibility above, in Section B. Self-Service Configuration as follows:
  a) Checking Payroll Calendars & Plan Year periods
  b) Setup/modify Life Events
  c) Assess Derived Factors and Eligibility
	1) Changes to existing Plans, Vendors, eligibility rules, interface, or Fast Formulas
	2) Additional Plans, vendors, eligibility rules, interface, or Fast Formulas
	3) Documenting new plan/benefit changes in BR-100
	4) Updating of new rates
	5) Documenting Discoverer report requirements

d) Full testing of new configuration, including SS e) Process Full Mock Open Enrollment utilizing SS f) Process Open Enrollment Life Event g) Print/Review Life Event Summary & Enrollment Reports	6) Monitor other life events occurring after Open Enrollment but before Sep 1 7) Verify enrollments 8) Verify Enrollment reports/certifications/communications to Employees 9) Set up FSA codes for new coverage (current enrollees must re-enroll each year). Test/verify FF resets at Benefit YB and reconciles for missed payments.

Deliverables:
1) Completion of the Oracle Tasks as set forth in Section C.
2) Creation of Report outlining the outcome/accomplishments related to Oracle tasks set forth in Section C. OAB (non-Self Service) Open Enrollment.

Acceptance Criteria:
1) Delivery of a report to customer, in MS Format, containing the results/outcome of Oracle tasks/deliverables, as set forth in Section C – OAB (non-Self Service) Open Enrollment

D. Learning Management (OLM) – up to 4 weeks

Oracle Tasks	Client Responsibilities
1) Revalidate configuration & profile settings 2) Make minor changes to configuration/settings as needed 3) Assist in development of Testing Plan – scenarios, test data 4) Assist with updates to Test Scripts 5) Assist with processes and roll-out strategy 6) Assist with identifying requirements for Responsibility security for Dept Training Coordinators 7) Work w/ Training Dept on use of application 8) Updates BR-100 for OLM 9) Create Security Matrix for OLM	1) Documentation of test scripts, processes, procedures, project plan, and strategy. 2) Training development, including UPK 3) Full system testing 4) Sign-off of configuration, processes/procedures in a timely manner 5) Availability of appropriate City resources to work with Oracle consultants to learn application and complete City tasks per agreed timelines 6) Identify requirements for Responsibility security for Dept Training Coordinators 7) Build custom Security Profiles & Responsibilities

Deliverables:
1) BR-100 for OLM updated.
2) Security Matrix for OLM created
3) Creation of a Report outlining the outcome/accomplishments related to Oracle tasks set forth in Section D. Learning Management (OLM).

Acceptance Criteria:
1) Delivery of a report to customer, in MS Format, containing the results/outcome of Oracle tasks/deliverables, as set forth in Section D. Learning Management (OLM).

E. Technical Support – up to 4 weeks

Oracle Tasks	Client Responsibilities
1) Up to 2 weeks for Self Service (Personalizations, workflows, load custom AME approval table, help with custom security) b) Up to 2 weeks of OAB technical support as needed (example: Personalizations)	Not applicable

Deliverables:
1) Delivery of Oracle Tasks as set forth in Section E Technical Support.
2) Creation of a report to customer, in MS Format, containing the results/outcome of Oracle tasks/deliverables, as set forth in Section E. Technical Support.

Acceptance Criteria.
1) Delivery of weekly status reports, and a final report, in MS Word Format, containing the results/outcome of Oracle tasks/deliverables, as set forth in Section E. Technical Support.

F. Functional Support for Test Scripts and Testing of Self Service and OAB Applications – up to 3 weeks

Deliverables:
1) Creation of weekly status reports identifying accomplishments and work planned for the next week, if applicable related to Section F. Functional Support for Test Scripts and Testing of Self Service and OAB Applications.

Acceptance Criteria.
1) Delivery of weekly status reports, and a final report, in MS Word Format, containing the results/outcome of completed Oracle tasks/deliverables related to Section F. Functional Support for Test Scripts and Testing of Self Service and OAB Applications.

G. Assistance with a Custom View for Status workflows – up to 3 weeks

Deliverables:
1) Creation of weekly status reports identifying accomplishments and work planned for the next week, related to Section G Custom View for Status workflows.

Acceptance Criteria.
1) Delivery of weekly status reports, and a final report, in MS Word Format, containing the results/outcome of completed Oracle tasks/deliverables related to Section G. Assistance with a Custom View for Status workflows.

2. <u>Your Obligations and Project Assumptions.</u>
You acknowledge that your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from your officers, agents, and employees, and suitably configured computer products (collectively, "cooperation") are essential to the performance of any services as set forth in

this exhibit. Oracle will not be responsible for any deficiency in performing services if such deficiency results from your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the services depends upon your fulfillment of the following obligations and the following project assumptions:

A. Your Obligations
    1. Maintain the properly configured hardware/operating system platform to support the services.
    2. Obtain licenses under separate contract for any necessary Oracle programs before the commencement of services.
    3. Maintain annual technical support for the Oracle programs under separate contract throughout the term of the services.
    4. Provide Oracle with full access to the relevant functional, technical and business resources with adequate skills and knowledge to support the performance of services.
    5. Obtain any consents required for Oracle to perform services under this exhibit.
    6. Allow Oracle to post, at any site at which services are performed, any documents necessary for Oracle to provide services in compliance with the law.

A. Project Assumptions - None

You acknowledge that if Oracle's cost of providing services is increased because of your failure to meet the obligations listed in this exhibit, failure to provide cooperation, or because of any other circumstance outside of Oracle's control, then you agree to pay Oracle for such increased costs. Such increased costs may include time during which Oracle consultants are under-utilized because of delays.

4. Acceptance of Deliverables.
Upon completion of any deliverable, Oracle shall provide a copy thereof to you. At such time, if you request, Oracle will demonstrate to you that the deliverable conforms to the description specified for such deliverable in Section 1 of this exhibit. You will be responsible for any additional review and testing of such deliverable in accordance with any mutually agreed test scripts as may be included in Oracle's project management plan. If the deliverable does not conform with the description for such deliverable specified in Section 1 of this exhibit and/or any such test scripts, you shall have five (5) business days after Oracle's submission of the deliverable ("acceptance period") to give Oracle written notice which shall specify the deficiencies in detail. Oracle shall use reasonable efforts to promptly cure any such deficiencies. After completing such cure, Oracle shall resubmit the deliverable for your review and testing as set forth above. Upon accepting any deliverable submitted by Oracle, you shall provide Oracle with written acceptance of such deliverable. If you fail to provide written notice of any deficiencies within the acceptance period, as provided above, such deliverable shall be deemed accepted at the end of the acceptance period.

5. Fees and Expenses.

5.1 You agree to pay Oracle a fee of Three Hundred and One Thousand, Two Hundred Seventy Nine Thousand Six Hundred Sixty Six dollars ($279,666.00) for services and deliverables described in this exhibit. Upon completion of a milestone, the corresponding fee specified below becomes due and payable; this payment obligation shall become noncancelable and the sum paid non refundable on such completion date. A milestone is completed once all the deliverable(s) under such milestone are accepted by you, or deemed accepted.

Milestone No.	Associated Deliverable(s):	Associated Fees:
Milestone #1	1. BR-100 for SS updated 2. Security Matrix for HR Rep Mgr SS created 3. Creation of Report outlining outcome/accomplishments related to Oracle tasks set forth in Section A – Self-Service - Employee Manager.	$30,000.00
Milestone #2	1. Completion of BR100 setups for SSBen. 2. Creation of Report outlining outcome/accomplishments related to Oracle tasks set forth in Section B - OAB Self-Service Configuration	$130,000.00
Milestone # 3	1. Completion of the Oracle Tasks as set forth in Section C. 2. Creation of Report outlining the outcome/accomplishments related to Oracle tasks set forth in Section C. OAB (non-Self Service) Open Enrollment.	$30,000.00
Milestone # 4	1. BR-100 for OLM updated. 2. Security Matrix for OLM created 3. Creation of Report outlining the outcome/accomplishments related to Oracle tasks set forth in Section D. Learning Management (OLM).	$30,000.00
Milestone # 5	1. Delivery of Oracle Tasks as set forth in Section E Technical Support. 2. Creation of report to customer, in MS Format, containing the results/outcome of Oracle tasks/deliverables, as set forth in Section E. Technical Support.	$30,000.00
Milestone # 6	1. Creation of weekly status reports identifying accomplishments and work planned for the next week, if applicable related to Section F. Functional Support for Test Scripts and Testing of Self Service and OAB Applications.	$20,000.00
Milestone # 7	1. Creation of weekly status reports identifying accomplishments and work planned for the next week, related to Section G Custom View for Status workflows.	$9,666.00
TOTAL FIXED FEE		$279,666.00

5.2 Expenses related to the providing of the services and deliverables are estimated to be, in the aggregate, an additional zero dollars ($0.00). Such expenses will be invoiced monthly as they are incurred. This estimate does not include taxes.

5.3 The parties acknowledge that temporary living reimbursements to Oracle provided consultant(s) may be deemed compensatory under federal, state, and local tax laws if a consultant's assignment in a particular location will exceed or has exceeded one year. Where reasonably possible, Oracle will plan with you to limit the duration of a consultant's assignment in a particular location to less than one year. If the requirements of the services are such that it becomes necessary for a consultant's services in a particular location to continue for a year or more and as a

result, the reimbursement of such consultant's living expenses are deemed compensatory for tax purposes, then, you agree to pay Oracle the amount of additional compensation provided to such consultant to compensate for taxes imposed.

6. Project Management.
You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilities an efficient delivery of services.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE   **ATTN: GREG PRIDGEON**

Dept.'s Legislative Liaison: Kathleen Lane

Contact Number: 404-335-1983

Originating Department: Department of Information Technology

Committee(s) of Purview: Finance/Executive Committee

Chief of Staff Deadline: November 12, 2008

Anticipated Committee Meeting Date(s):   Nov. 24, 2008

Anticipated Full Council Date: December 1, 2008

Legislative Counsel's Signature:

Commissioner Signature:

Chief Procurement Officer Signature:

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT PURSUANT TO SECTION 2-1601 ET. SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING GSA CONTRACT GS-35F-0009T WITH ORACLE USA, INC., FOR THE PURCHASE OF CONSULTING AND PROFESSIONAL SERVICES TO IMPLEMENT THE ORACLE HUMAN RESOURCES SELF-SERVICE MODULE ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY-NINE THOUSAND, SIX HUNDRED SIXTY-SIX DOLLARS AND NO CENTS ($279,666.00) ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM 1001 (GENERAL FUND) 050202 (IT APPLICATIONS) 5213001 (CONSULTING/PROFESSIONAL SERVICES) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEM) AND FOR OTHER PURPOSES.

Mayor's Staff Only

Received by CPO: _____   Received by LC from CPO:_____
                  (date)   (date)

Received by Mayor's Office: ___11.13.08___ Reviewed by: __11/14/08 Am (e__
                            (date)   (date)

Submitted to Council: _____